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Attorneys for Plaintiffs
LOS ANGELES TURF CLUB, INCORPORATED,
LOS ANGELES TURF CLUB II, INC.,
PACIFIC RACING ASSOCIATION, PACIFIC RACING
ASSOCIATION II, GULFSTREAM PARK RACING
ASSOCIATION, INC., OREGON RACING, INC.,
MARYLAND JOCKEY CLUB OF BALTIMORE CITY, INC.,
and LAUREL RACING ASSOCIATION, INC.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES TURF CLUB,)	No.: 2:15-cv-9332 SJO (JEMx)
INCORPORATED, a California)	
Corporation, LOS ANGELES TURF)	
CLUB II, INC., a California Corporation,)	STIPULATION FOR ENTRY OF
PACIFIC RACING ASSOCIATION, a)	JUDGMENT
California Corporation, PACIFIC)	
RACING ASSOCIATION II, a California)	
Corporation, GULFSTREAM PARK)	Date Filed: December 3, 2015
RACING ASSOCIATION, INC., a)	Discovery Cutoff: March 27, 2017
Florida Corporation, OREGON RACING,)	Final Pretrial Conf.: June 19, 2017
INC., a Delaware Corporation,)	Trial Date: June 27, 2017
MARYLAND JOCKEY CLUB OF)	
BALTIMORE CITY, INC., a Maryland)	
Corporation, and LAUREL RACING)	
ASSOCIATION, INC., a Maryland)	
Corporation,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
HORSE RACING LABS, LLC, a)	

1 Delaware Limited Liability Company,)
 2 (also known as IMMERSE, LLC), doing)
 3 business as DERBYWARS, and DOES 1)
 through 10, inclusive,)

4 Defendants.)
 5)
 6)
 7)
 8)

9
 10 Plaintiffs Los Angeles Turf Club, Inc., Los Angeles Turf Club II, Inc., Pacific
 11 Racing Association, Pacific Racing Association II, Gulfstream Park Racing
 12 Association, Inc., Oregon Racing Inc., Maryland Jockey Club of Baltimore City, Inc.,
 13 and Laurel Racing Association, Inc. (collectively, "Plaintiffs"), on the one hand, and
 14 Defendant Horse Racing Labs, LLC, d/b/a Derby Wars ("Defendant"), on the other
 15 hand, by and through their respective counsel of record, hereby stipulate and agree as
 16 follows:

17 WHEREAS, on December 2, 2015, Plaintiffs, commenced this action against
 18 Defendant, alleging, among other things, that Defendant's fantasy horse racing
 19 contests that use horseraces run at horserace tracks operated by Plaintiffs (the
 20 "Contests") violate the *Interstate Horseracing Act* ("IHA") (the "Action");

21 WHEREAS, on May 31, 2016, Defendant filed an Answer to Plaintiffs' claims,
 22 raising a number of affirmative defenses and denying any and all liability for the
 23 claims asserted;

24 WHEREAS, on May 15, 2017, the Court issued its Order granting in part
 25 Plaintiffs' Motion for Partial Summary Judgment, and Denying Defendant's Motion
 26 for Summary Judgment, (Docket, No. 88), (the "Order");

27 WHEREAS, Plaintiffs and Defendant have engaged in lengthy discussion and
 28 negotiation, and have agreed to compromise and settle their differences in accordance

1 with this Stipulation for Entry of Judgment (“Stipulation”) and attached Judgment;

2 WHEREAS, Plaintiffs and Defendant enter into this Stipulation f as part of a
3 full and final settlement of all claims that were raised in the Action, or which could
4 have been raised in the Action, arising out of the facts and conduct alleged therein,
5 which Judgment is entered into for the purpose of resolving issues disputed in this
6 Action only;

7 WHEREAS, Plaintiffs and Defendant expressly acknowledge and agree that, by
8 entering into this Stipulation and [Proposed] Judgment, nothing in either the
9 Stipulation or Judgment, nor any act performed by Defendant nor any document
10 executed pursuant to the Stipulation, Judgment or Order, is intended to be construed as
11 an admission by Defendant of any fact, liability, issue of law, conclusion of law or
12 violation of any statutory or regulatory laws, nor is compliance with the Stipulation,
13 Judgment or Order intended be construed as an admission by Defendant of any fact,
14 liability, issue of law, conclusion of law or violation of any statutory or regulatory
15 laws;

16 WHEREAS, Plaintiffs and Defendant expressly acknowledge and agree that
17 they do not intend for the Stipulation or Judgment to have issue preclusive effect, or to
18 be admissible in Court, as to Defendant or its owners, agents, servants, employees,
19 representatives, officers, DBAs, successors, licensees and assigns in any future actions
20 not brought by Plaintiffs, including but not limited to private parties, government
21 agencies, law enforcement agencies, or regulatory organizations;

22 WHEREAS, Plaintiffs expressly acknowledge and agree that in no event shall
23 Plaintiffs seek to enforce the Judgment for default on any payment obligation without
24 ten (10) days written notice to Defendant and an opportunity to cure within that ten
25 (10) day time period; and

26 WHEREAS, Plaintiffs and Defendant expressly acknowledge and agree that the
27 Court shall maintain continuing jurisdiction over this Action for the purpose of
28 enforcing the Judgment.

1 NOW THEREFORE, the Parties, by and through their respective undersigned
2 counsel, hereby stipulate and agree, and respectfully request, that the Court enter the
3 concurrently filed [Proposed] Judgment in this matter.
4

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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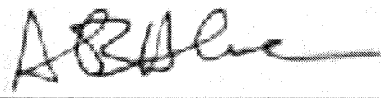
8 Dated: June 12, 2017

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9
10 By: 
11 Richard B. Specter
12 Attorneys for Plaintiffs

13 Dated: June 12, 2017

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Andrew B. Holmes

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15
16 By: 
17 Andrew B. Holmes
18 Attorneys for Defendant
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